

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<b>GREGORY AND REBEKAH BOWE,</b>	::	<b>CASE NO.: 2:22-CV-04266</b>
	::	
<b>Plaintiffs,</b>	::	<b>CHIEF JUDGE ALGENON L.</b>
	::	<b>MARBLEY</b>
<b>- vs -</b>	::	
	::	<b>MAGISTRATE JUDGE</b>
<b>SUNLIGHT FINANCIAL, LLC, et</b>	::	<b>ELIZABETH PRESTON DEAVERS</b>
<b>al.,</b>	::	
	::	
<b>Defendants.</b>	::	

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**PLAINTIFFS’ MOTION TO CONDUCT LIMITED DISCOVERY ON WHETHER THE  
ARBITRATION PROVISION AT ISSUE IN THIS MATTER IS ENFORCEABLE**

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Plaintiffs<sup>1</sup> respectfully request that this Court grant limited discovery on the issue of whether the arbitration provision in Sunlight Financial<sup>2</sup> loan agreement is valid and enforceable. Sunlight Financial filed a Motion to Compel Arbitration and to Dismiss the Complaint, alleging that Plaintiffs voluntarily agreed to terms of the loan agreement, including the agreement’s arbitration provision. Sunlight Financial further alleges that its Arbitration provision is both procedurally and substantively conscionable. In support of this contention, Sunlight Financial makes unsupported statements that Plaintiff had the opportunity to “pause negotiations and review the contract prior to signing.” Plaintiffs assert, however, among other things, that they were never told an arbitration agreement existed and that their signatures to the agreement were fraudulently obtained.

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<sup>1</sup> “Plaintiffs” collectively refers to Plaintiffs listed in the caption of this Motion.

<sup>2</sup> “Sunlight Financial” refers to Defendant, Sunlight Financial, LLC d/b/a Sunlight Financial.

Plaintiffs do not have access to all the relevant documents in Sunlight Financial's possession, including, but not limited to, the policies and procedures of how these arbitration provisions would be presented to customers and the training the sale agents received regarding the Loan Agreement and the Arbitration provision, and have not had the opportunity to depose Sunlight Financial's sales agent, or any other Sunlight Financial employee that may have information on the issue presently before this Court. Therefore, Plaintiffs request they be permitted to obtain this information prior to submitting their Response in Opposition to Sunlight Financial's Motion to Dismiss.

Plaintiffs' arguments in support of this Motion are more fully detailed in the attached Memorandum in Support and in the affidavit from the undersigned, Stacie L. Roth.

Respectfully submitted,

/s/ Stacie L. Roth  
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**CERTIFICATE OF SERVICE**

I certify that on June 23, 2023, a true and accurate copy of the foregoing was filed on the Court's ECF system. Notice of this filing will be delivered to the counsel of record by the Court's ECF system. Copies of the filing are available from the Court's system.

/s/ Stacie L. Roth

Counsel for Plaintiffs